

OCT 27 12 03 PM '76

BOOK 1381 PAGE 478

SOUTH CAROLINA

VA Form 16-4338 (Home Loan)  
Revised September 1975. Use Optional.  
Section 1930, Title 38 U.S.C. Accept-  
able to Federal National Mortgage  
Association.

DEHNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

7072... 2/1

5502

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE }

WHEREAS: John James Phelan and Emma H. Phelan

*E.H.P.*  
*JJP*

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to  
North Carolina National Bank a corporation organized and existing under  
the laws of the United States whose address is Charlotte, N.C., herein  
lender, a corporation  
organized and existing under the laws of  
called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incor-  
porated herein by reference, in the principal sum of Twenty-nine thousand and 00/100

Dollars (\$ 29,000.00 ), with interest from date at the rate of  
Eight & one-half per centum ( 8.5% ) per annum until paid, said principal and interest being payable  
at the office of NCNB Mortgage South, Inc.

in Charlotte, NC, or at such other place as the holder of the note may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two hundred twenty-  
three and 01/100 Dollars (\$ 223.01, ), commencing on the first day of  
December, 19 76 and continuing on the first day of each month thereafter until the principal and  
interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and  
payable on the first day of November, 2006

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the  
payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor  
in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt  
whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does  
grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described  
property situated in the county of Greenville  
State of South Carolina;

All those certain pieces, parcels or lots of land, with all im-  
provements thereon, situate, lying, and being in the State of  
South Carolina, County of Greenville, being known and designated  
as Lot #136 and part of Lot #135 on plat of "Addition to Green-  
briar" recorded in the RMC Office for Greenville County in Plat  
Book AAA at page 61 and a recent survey entitled "Property of  
Jerry Janoski, Jr. and Martha Jane Janoski," dated May 4, 1971,  
prepared by Carolina Surveying Co. and recorded in Plat Book 4-I  
at page 173 in the RMC Office for Greenville County, SC and  
having, according to said plats the following metes and bounds to-wit:

Beginning at an iron pin at the easterly corner of the intersec-  
tion of Fairlane Drive and Brooks Road, and running thence with  
the southeasterly side of Brooks Road, N 54-50 E, 203.5 feet to  
an iron pin; thence S 45-40 E, 157.9 feet to an iron pin in the  
middle of Lot #135; thence a new line through Lot #135, S 44-20 W,  
200 feet to an iron pin on the northeasterly side of Fairlane Drive;  
thence with the northeasterly side of Fairlane Drive N 45-40 W 195  
feet to the beginning corner. being the same conveyed to me by  
Jerry Lynn McCollum by Deed dated July 10, 1973 and recorded in  
the RMC Office for Greenville County in Deed Vol. 978 at page 687.

This conveyance is subject to all restrictions, set back lines,  
roadways, easements and rights-of-way, if any, appearing of  
record, on the premises or on the recorded plat, which affect  
the property hereinabove described.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances  
to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that  
the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all  
fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto  
the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty  
and are a portion of the security for the indebtedness herein mentioned;

This is the same property conveyed by deed of Thomas Henry Bryant  
and Doris R. Bryant and recorded October 27, 1976.

1328 (W-2)